

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cabin Foods, LLC		08/15/2023	Limited Liability Company: TEXAS
Waiakea, Inc.		08/15/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1100 Abernathy Road, Suite 1130		
<b>City:</b>	Sandy Springs		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6405208	CABIN FOODS	
<b>Registration Number:</b>	3005792	TRES LECHES DE MEXICO	
<b>Serial Number:</b>	90790135	3 LECHES DE MEXICO	
<b>Registration Number:</b>	4203078	BOTTLED WITH MOTHER EARTH IN MIND	
<b>Registration Number:</b>	6782333	OCEANPLAST	
<b>Serial Number:</b>	90793745	WAIAKEA HAWAIIAN VOLCANIC BEVERAGES	
<b>Registration Number:</b>	6853318	WAIAKEA HAWAIIAN VOLCANIC COFFEE	
<b>Registration Number:</b>	5213572	WAIAKEA HAWAIIAN VOLCANIC WATER	
<b>Registration Number:</b>	4327612	WAIAKEA	
<b>Registration Number:</b>	4560896	PREMIUM BY NATURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		

OP \$265.00 6405208

**Address Line 2:** 201 N. Tryon Street, Suite 3000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 08/15/2023

**Total Attachments: 6**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of August 15, 2023, is made by EACH OF THE UNDERSIGNED GRANTORS (collectively, the "Grantors" and each, a "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Lender"), for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, in connection with that certain Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of August 12, 2021 among Nova U.S.A., INC., a Delaware corporation ("Nova USA"), certain Subsidiaries of Nova USA party thereto and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, Nova USA and certain of its Subsidiaries are party to that certain Amended and Restated Security Agreement dated as of August 12, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement; and

WHEREAS, in connection with the Security Agreement, the Grantors entered into that certain Security Joinder Agreement dated as of the date hereof to become a party to and Debtor (as defined in the Security Agreement) under the Security Agreement in favor of the Lender, for its benefit and the benefit of certain of its Affiliates; and

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, a security interest in such Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Trademark Licenses (each as defined in the Security Agreement); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement such Grantor granted to the Lender, for its benefit and the benefit of any of its Affiliates party to any Related Credit Arrangement, a security interest in all of the Trademarks and Trademark Licenses of such Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks and Trademark Licenses of such Grantor (in each case except to the extent the same constitutes Excluded Assets), as collateral security for the

prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks and Trademark Licenses are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTORS:

**CABIN FOODS, LLC**

By:   
Name: Luis Raul Fernandez Iturriza  
Title: Chief Executive Officer

**WAIAKEA, INC.**

By: \_\_\_\_\_  
Name: Ryan Emmons  
Title: Chief Executive Officer

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
Signature Page

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**TRADEMARK**  
**REEL: 008168 FRAME: 0958**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTORS:

**CABIN FOODS, LLC**

By: \_\_\_\_\_  
Name: Luis Raul Fernandez Iturriza  
Title: Chief Executive Officer

**WAIAKEA, INC.**

By:  \_\_\_\_\_  
Name: Ryan Emmons  
Title: Chief Executive Officer

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS**  
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**TRADEMARK**  
**REEL: 008168 FRAME: 0959**

LENDER:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: 

Name: Mark Slater

Title: Senior Vice President

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**TRADEMARK**  
**REEL: 008168 FRAME: 0960**

SCHEDULE A  
TRADEMARKS

INTELLECTUAL PROPERTY – CABIN FOODS, LLC						
Owner	Domain Name/Mark	Country	Reg. No.	Appl. No.	Filing Date	Issuance Date
1. Cabin Foods, LLC	Cabin Foods	USA	6,405,208	90/109,535	8/12/ 2020	6/29/2021
2. Cabin Foods, LLC	Tres Leches De Mexico	USA	3,00,5792	78/444,174	6/30/2004	10/11/2005
3. Cabin Foods, LLC	3 Leches De Mexico	USA	Pending	90/790,135	6/23/2021	Pending

INTELLECTUAL PROPERTY – WAIAKEA, INC.						
Owner	Domain Name/Mark	Country	Reg. No.	Appl. No.	Filing Date	Issuance Date
1. Waiakea Investments, LLC	Bottled With Mother Earth in Mind	USA	4,203,078	85/257,196	3/3/2011	9/4/2012
2. Waiakea, Inc.	Oceanplast	USA	6,782,333	97/075,325	10/14/2021	7/5/2022
3. Waiakea, Inc.	Waiakea Hawaiian Volcanic Beverages	USA	Pending	90/793,745	6/24/2021	Pending
4. Waiakea, Inc.	Waiakea Hawaiian Volcanic Coffee	USA	6,853,318	90/370,172	12/9/2020	9/20/2022
5. Waiakea, Inc.	Waiakea Hawaiian Volcanic Water	USA	5,213,572	87/210,836	10/20/2016	5/30/2017
6. Waiakea, Inc.	Waiakea	USA	4,327,612	85/705,868	8/17/2012	4/30/2013
7. Waiakea, Inc.	Premium By Nature	USA	4,560,896	85/746,660	10/5/2012	7/1/2014